

# DISTRIBUTOR APPLICATION & AGREEMENT

**PRIMARY APPLICANT** \*Required Information (Please Print Clearly)

\*First and Last Name (Legal Name)

VAT Number (Required only if VAT registered)

\*Birth Date (DD/MM/YYYY) (Applicant must be 18 years or older) \*Gender  F  M (optional)

**CONTACT INFORMATION**

\*Home Phone

Cell Phone

Fax Number

\*Applicant E-mail

**Consent and Authorization to use Personal Data to enter into a legal Agreement.**

By checking this box and submitting my personal information, I consent and agree that LifeVantage, its distributors in my organization or a third party acting for LifeVantage may contact me at my provided email address and/or telephone number and as updated using automated technology such as an auto-dialer or pre-recorded message, text message or email at my cost at my carrier's standard rates for calls and/or texts. I may opt-out from text messages at any time by replying "STOP". I consent and agree that my provided personal information to include my name, birth date, gender, addresses, phone and fax numbers, sales data and banking information will be transmitted to LifeVantage and trusted third parties in the United States of America ("USA") to support my LifeVantage account, product orders and their fulfillment. I understand that I may access and rectify my data as well as opt-out of any data transfer to the USA by contacting LifeVantage Compliance at compliance@lifevantage.com. I understand that by opting out, LifeVantage may not be able to support my LifeVantage account and deliver my product orders.

**BILLING ADDRESS** (Must match your credit card address)

\*Address

\*City

\*County

\*Post Code

**SHIPPING ADDRESS** (Leave blank if same as billing address)

\*Address

\*City

\*County

\*Post Code

**CO-APPLICANT** (optional) \*Gender  F  M (optional)

\*First and Last Name (Legal Name)

\*Birth Date (MM/DD/YYYY) (Co-Applicant must be 18 years or older)

I am upgrading my LifeVantage Customer account to a LifeVantage Distributor account. I understand my Enroller and Placement Sponsor will not change.

LifeVantage Customer ID

**ENROLLER INFORMATION** (Your enroller is the individual who introduced you to LifeVantage.)

Enroller Name

ID Number

**PLACEMENT SPONSOR INFORMATION** (Your placement indicates the individual under whom you are placed. If no one is listed, your enroller also becomes your Placement Sponsor. Your enroller is able to place you within 30 days.)

Placement Sponsor Name

ID Number



**LIFEVANTAGE DISTRIBUTOR ENROLLMENT ORDER** All new distributors are required to purchase a Start Kit at the time of sign-up. Prices do not include shipping, or handling. The distributor can meet the Start Kit requirement either by purchasing the kit by itself or as a component of the optional upgraded packs shown below.

- SILVER PACK - €357 (250 PV)** Start Kit (Digital), 2 Protandim® Nrf2 Synergizer™, 1 TrueScience® Beauty System, and 1 LifeVantage Pro+.
- GOLD PACK - €650 (500 PV)** Start Kit (Digital), 3 Protandim® Nrf2 Synergizer™, 3 LifeVantage Pro+, 2 TrueScience® Beauty Systems and 1 All Access Event Ticket.
- PLATINUM PACK - €1,270 (1,000 PV)** Start Kit (Digital), 11 Protandim® Nrf2 Synergizer™, 4 LifeVantage Pro+, 3 TrueScience® Beauty Systems and 2 All Access Event Tickets. **FREE SHIPPING!**

PRODUCT	PV	LIST PRICE	SUBSCRIPTION PRICE	SAVINGS	LIST PRICE		SUBSCRIPTION	
					QTY	SUB-TOTAL	QTY	SUB-TOTAL
<b>Start Kit (Digital)</b> (When ordering a Start Kit, you must also place an initial product order of 100 PV or more in order to qualify for commissions.)	—	—	€30	—	1	€30	—	—
<b>Vitality Stack</b> (Includes (1) Protandim® NRF1 Synergizer™, (1) Protandim® Nrf2 Synergizer™, (1) LifeVantage® ProBio, and (1) Omega+)	125	€188	€157	€31				
Protandim® Nrf2 Synergizer™	40	€52	€43	€9				
Protandim® NRF1 Synergizer™	50	€70	€59	€11				
LifeVantage® Pro+	30	€51	€43	€8				
LifeVantage® Omega+	30	€56,09	€46,74	€9,35				
TrueScience® Beauty System	156	€232	€193	€39				
TrueScience® Facial Cleanser	23	€42	€35	€7				
TrueScience® Perfecting Lotion	32	€59	€49	€10				
TrueScience® Eye Serum	36	€59	€49	€10				
TrueScience® Anti-Aging Cream	65	€100	€84	€16				
TrueScience® Hand Cream	10	€21	€17	€4				
Shipping and handling will be added to each order.					<b>TOTAL</b>		<b>TOTAL</b>	

Please Note: Prices and products are subject to change.

**MONTHLY SUBSCRIPTION DATE**    5th    10th    15th    20th    25th

(Please select your monthly Subscription date. Your Subscription will begin on the month following your initial order and will ship on the date you select each month thereafter.)

**PAYMENT INFORMATION**

In an effort to protect your credit card information, we request that you do not write it on this form. Please provide a phone number where you can be reached and indicate your preferred time of day for a customer support representative to call you to process your payment.

\_\_\_\_\_ Best time to reach me:    morning    afternoon    evening  
 Phone

**LIFEVANTAGE DISTRIBUTOR AGREEMENT**

By signing and submitting this form and payment of my Start Kit, I acknowledge that I am applying to become a LifeVantage Distributor and I acknowledge and agree that I have read and agree with the [LifeVantage Distributor Application and Agreement](#), the [LifeVantage Policies and Procedures](#), the [LifeVantage Compensation Plan](#), and the [LifeVantage Privacy Policy and Website Agreement](#) along with all monthly subscription requirements which all are incorporated herein and made part of this Agreement.

\_\_\_\_\_  
 LifeVantage Applicant Signature

\_\_\_\_\_  
 Co-Applicant Signature (if applicable)

-   -

Date (MM/DD/YYYY)

-   -

Date (MM/DD/YYYY)



## LIFEVANTAGE DISTRIBUTOR APPLICATION AND AGREEMENT

This document is your application to become a Distributor of LifeVantage Netherlands B. V. (referred to as "LifeVantage" or the "Company"), which is a legal agreement when submitted by you and accepted by LifeVantage.

### PART I.

#### SECTION 1. Definitions:

- 1.1** The "Agreement" consists of (1) this **LifeVantage Distributor Application and Agreement**; (2) the **LifeVantage Policies and Procedures** ("P&P"); (3) the **LifeVantage Compensation Plan** (the "Compensation Plan"); (4) the **LifeVantage Privacy Policy and Website Agreement** and (5) any other applicable Business Entity forms and (6) subsequent amendments to any of the preceding documents.
- 1.2** "Acceptance" means the LifeVantage acceptance of your application to become a LifeVantage Distributor.
- 1.3** The "Definitions" found within the P&P are incorporated herein.
- 1.4** "Your Marketing Organization," "your downline Marketing Organization," or "your downline sales organization" means the network of LifeVantage Distributors and Customers who exist under you pursuant to the Agreement.
- 1.4.1** "Your Marketing Organization" or "your downline" or any similar reference, is only used for simplicity purposes. You understand that (1) you do not have any ownership or possessory right, title or interest in any downline individual, entity, organization or in any materials generated by LifeVantage or created by you or any other individual or entity to the extent that it consists, in whole or in part, of any information about LifeVantage downlines or any part of the Agreement; (2) the sole property interest of a LifeVantage Distributor with respect to downlines is the contractual right to receive commissions as set forth in the Agreement; and (3) that LifeVantage is the sole owner of any and all Marketing Organization or downline rights, titles, interests and materials.
- 1.5** "Materials," "Promotional Materials" or "a Publication" means any publication created or adopted by LifeVantage that is made available to its Distributors from time to time.

#### SECTION 2. Term:

The term of this Agreement is one (1) year from the date of the LifeVantage acceptance of your submitted application. If you fail to renew your LifeVantage Distributorship pursuant to the P&P, or if this Agreement is canceled for any reason, you will lose your rights as a LifeVantage Distributor. LifeVantage may terminate this Agreement for convenience at the end of any month by giving one (1) month's notice for every consecutive complete year that this Agreement has been in place up to a maximum of three (3) months' notice. A reasonable renewal fee will be due each year of this Agreement. If the renewal fee is not paid, the Agreement may terminate.

#### SECTION 3. Independent Contractor Status:

You will always be an independent contractor and not an employee, commercial or agent, partner, or franchisee of LifeVantage. LifeVantage is not responsible for withholding and will not withhold or deduct from your bonuses and/or commissions, if any, taxes of any kind other than as required by law.

#### SECTION 4. Legal Provisions Relative to the Agreement:

- 4.1** Any promises, representations, offers, or other communications by anyone that precede the effective date of this Agreement and that are not contained in this Agreement are, to the extent permitted by law, of no legal force and effect as to this Agreement and are excluded. You acknowledge that you have not relied on any such representation in entering into this Agreement. Nothing in this Agreement shall limit liability for fraud or fraudulent misrepresentation.
- 4.2** This Agreement may be amended from time-to-time at the sole discretion of LifeVantage. Any amendments except for amendments required to comply with law (which shall be effective immediately) will only become effective thirty (30) days after LifeVantage has given notice to you (including by placing a notice on the LifeVantage website). If you do not accept any amendment you may terminate this Agreement for convenience with immediate effect at any time.

#### SECTION 5. Rights to Transfer or Delegate:

- 5.1** You do not have any right to transfer or assign any rights or delegate any duties under the Agreement without the prior written consent of LifeVantage. Any attempt to transfer or assign the Agreement without the prior express written consent of LifeVantage is totally ineffective and void and will be a breach of this Agreement.
- 5.2** LifeVantage has the right to transfer or assign any or all of its rights and to delegate any or all of its duties under the Agreement without your prior written consent but shall give notice of any such transfer or assignment by placing a notice on the LifeVantage website.

#### SECTION 6. Publicity Rights:

LifeVantage is authorized to use your name, photograph, personal story and/or likeness in advertising/promotional materials while this Agreement is in effect and for the six (6) months immediately after its cancellation, unless you give LifeVantage notice withdrawing such consent. Remuneration for the above use shall be deemed included in your Financial Distributions (as such term is defined in Section 12 of the P&P). You waive all additional claims for remuneration for such use.

#### SECTION 7. You understand that as a LifeVantage Distributor:

- 7.1** You have the right to present for sale LifeVantage products and services in accordance with this Agreement.
- 7.2** You have the right to enroll persons as LifeVantage Distributors or Customers of LifeVantage products in accordance with this Agreement.
- 7.3** You have an obligation to comply with all national laws, ordinances, rules, and regulations, and shall make all reports and remit all withholdings or other deductions as may be required by any national law, ordinance, rule or regulation.
- 7.4** You have an obligation to perform your obligations as a LifeVantage Distributor with honesty and integrity in accordance with the P&P.
- 7.5** It is illegal for a promoter or participant in a trading scheme to persuade anyone to make a payment by promising benefits from getting others to join a scheme. You shall not make and should not be misled by claims that high earnings are easily achieved.
- 7.6** You have the following rights within thirty (30) calendar days of entering into this Agreement:
- 7.6.1** to cancel the Agreement without penalty and recover any monies which you have paid to or for the benefit of LifeVantage or any other person or in accordance with this Agreement. Cancellation must be confirmed by providing written notice to LifeVantage at the following address: **LifeVantage Netherlands B.V., Beech Avenue 54-62, 119PW Schiphol-Rijk, Netherlands.** with a copy to [eusupport@lifevantage.com](mailto:eusupport@lifevantage.com); and
- 7.6.2** to return to the following address: **LifeVantage Netherlands B.V., Beech Avenue 54-62, 119PW Schiphol-Rijk, Netherlands**, any goods you purchased within this period under this Agreement which remain unsold provided that such unsold goods remain in the condition in which they were at the time of purchase, whether or not their external wrappings have been broken and to recover any monies paid in respect of such goods. You will be solely responsible for any costs of shipping the product back for a return. Costs of shipping returns are not reimbursable. For ease of processing return requests, please contact LifeVantage for a Return Merchandise Authorization ("RMA") number and reference the RMA number on any returns. A reasonable restocking fee may be assessed upon returned product.
- 7.6.3** Delivery. Costs for delivery of products will be in addition to the price of the product (which is inclusive of tax). Product will be delivered within 30 days after your credit card has been processed. In the event that that product cannot be delivered within 30 days, you will be notified via email of a new delivery date for the products.
- 7.6.4** LifeVantage may recover Financial Distributions paid to you where permitted. All such repayments will be made by you within ten (10) business days of demand.

#### SECTION 8. Governing Law and Resolution of Disputes:

- 8.1** The interpretation and enforcement of this Agreement is governed by and shall be construed and interpreted in accordance with the laws of the Netherlands, without giving effect to any conflict of laws principles.
- 8.2** The parties agree that personal jurisdiction and venue for any dispute arising out of or relating to this Agreement are proper exclusively in the courts located in the Netherlands and both parties hereby submit to, and waive, to the extent permitted by law, any objection to, personal jurisdiction or venue in such courts for such purpose.
- 8.3** You acknowledge that the covenants set forth in this Agreement and in the P&P are reasonable and necessary to protect the legitimate interests of LifeVantage and that LifeVantage would not enter into this Agreement in the absence of such covenants. You further acknowledge that your breach of the covenants set forth in this Agreement and in the P&P would likely cause LifeVantage irreparable harm, the amount and extent of which would be very difficult to estimate or ascertain. Therefore, you agree that LifeVantage shall be entitled, without the necessity of posting a bond or other security, to the issuance of injunctive relief to enjoin you from breaching or threatening to breach such covenants. Injunctive relief shall not be the exclusive remedy available to LifeVantage.

#### SECTION 9. Communication and Data Protection:

**9.** By signing and submitting this Agreement, you agree that LifeVantage or a party acting on its behalf may contact you by email or at the telephone numbers or fax number listed on your application or as updated. You understand that your consent is not a condition of purchase. You consent and agree to the **LifeVantage Privacy Policy and Website Agreement** as amended from time to time and incorporated herewith by this reference, when you sign and submit this Agreement. You specifically authorize LifeVantage to communicate with you by e-mail for any purpose, including formal notices pursuant to the Agreement, at the email address you have entered on this application. You consent to receiving communications from LifeVantage by e-mail ("electronically") and you agree that all agreements, notices, and other communications that LifeVantage provides to you electronically satisfy any legal requirement that such communications be in writing, unless any applicable mandatory laws specifically require another form of communication. LifeVantage is the data controller of any Personal Information (as defined in the **LifeVantage Privacy Policy and Website Agreement**) that you provide us with when you place an order for products or services from the European Union. You agree that LifeVantage or a party acting on its behalf (i.e. a third party) may collect Personal Information from you including your name, birth date, gender, address, mailing address, phone and fax numbers and credit card information and transmit that information to LifeVantage Corporation which is located in the United States of America for the purpose of executing your order. LifeVantage Corporation may provide your Personal Information to its shipping partners and credit card processors for the purpose of processing your order. You consent and agree to LifeVantage transferring your data for these purposes. If you would like to request a copy of your Personal Information, would like to correct or update your Personal Information, would like to have your Personal Information removed, please contact LifeVantage by sending an e-mail or calling at the below number:

[eusupport@lifevantage.com](mailto:eusupport@lifevantage.com)

Tel. 800-851252



#### SECTION 10. Miscellaneous:

10. An electronic, faxed or scanned e-mail copy of this Agreement shall be treated as an original in all respects. By signing this Agreement, you certify that you have received, have read understand and agree with the [LifeVantage Policies and Procedures](#), the [LifeVantage Compensation Plan](#) and the [LifeVantage Privacy Policy and Website Agreement](#) as set forth at [www.lifevantage.com](http://www.lifevantage.com), as amended from time to time. You certify you have not been a LifeVantage Distributor, or a partner, shareholder, or principal or any entity having a LifeVantage business within the past six (6) months. You represent that you have had full opportunity (1) to read this Agreement; (2) to obtain guidance or advice of your own legal counsel; and (3) to communicate with LifeVantage concerning any comments or questions about your understanding of this Agreement. You agree and understand that any intentional or other misrepresentation of any information you provide on this Agreement may result in action by LifeVantage, including, but not limited to, termination of this Agreement. By signing and submitting this Agreement and payment, you acknowledge that you are applying to become a LifeVantage Distributor. You certify that you have read and agree to This Agreement and its included LifeVantage Subscription Program.

## PART II. LIFEVANTAGE SUBSCRIPTION PROGRAM TERMS AND CONDITIONS

The following terms apply only if you elect to participate in the optional LifeVantage Subscription Program.

1.1 You authorize LifeVantage to submit a charge for payment, from your credit or debit card as provided to LifeVantage, for your Subscription Order purchase of product that is specifically identified in this Agreement or as updated. You understand that there are no minimum number of purchases each month for participation in this Program.

1.2 You understand that your first order will be processed and shipped within 30 days of the LifeVantage acceptance of your first order. Furthermore, you understand that periodic shipments of the product that you have ordered will occur without any further action by you. You understand that there will be approximately a one (1) month interval between each shipment.

1.3 Right of Cancellation up to thirty days (30). You may cancel your Subscription Order participation within thirty (30) of the date of your submission of this Agreement to LifeVantage and receive a full refund of any Subscription Order related amounts charged to your credit or debit card for that initial Subscription Order. In addition, you can cancel your order without giving any reason within thirty (30) days after you (or a third party indicated by you, but excluding the carrier) receive the products that you have purchased. If your order is delivered in separate lots or consists of multiple products, this period starts once you have received the last lot or product. You will inform LifeVantage of your decision to cancel your Subscription Order participation or your order by submitting a written request via email [eusupport@lifevantage.com](mailto:eusupport@lifevantage.com), or by mail to LifeVantage Netherlands B.V., Beech Avenue 54-62, 1119PW Schiphol-Rijk, Netherlands. To meet the cancellation deadline, you must send your communication before the thirtieth (30th) day cancellation period has expired.

Effects of cancellation: LifeVantage will reimburse all payments received from you no later than seventeen (17) days after LifeVantage has received your communication. LifeVantage may withhold reimbursement until it has received the products back or you have supplied evidence of having sent back the products, whichever is the earliest. If reimbursement occurs after the maximum time period mentioned above, the amount due to you will as of right be increased.

You must send back the products no later than seventeen (17) days from the day on which you have communicated your cancellation to LifeVantage. You understand that you will bear sole responsibility of the cost of returning these goods. If the value of the product returned diminishes due to the handling of the products (except when it was necessary to establish the nature, characteristics and functioning of the products) you may be liable for the loss suffered by LifeVantage as a result.

Exceptions to the right of cancellation: The right of cancellation does not apply to (a) the delivery of products which are not suitable for return due to health protection or hygienic reasons if unsealed by you after delivery, or which are, after delivery, inseparably mixed with other items; (b) the supply of products made to your specifications or clearly personalized; or (c) the supply of products which may deteriorate or expire rapidly. Thereafter, refunds will be available as provided in the [LifeVantage Policies and Procedures](#) then in effect.

1.4 You understand that to change any feature of your Subscription Order, you must submit a new Subscription Order Application. Each Subscription Order Application will supersede all previous Subscription Order Applications. Notice of change must be received by LifeVantage at least three (3) business days prior to the next subscription order date.

1.5 This Agreement will remain in effect until: (1) you elect to modify it by calling Distributor Support and cancelling your Subscription Order; (2) you send, in writing, your cancellation of your participation in the Subscription Program to LifeVantage at LifeVantage Netherlands B.V., Beech Avenue 54-62, 1119PW Schiphol-Rijk, Netherlands; or your order by submitting a request via email [eusupport@lifevantage.com](mailto:eusupport@lifevantage.com), or telephone 900-905417. You acknowledge that this cancellation notice must include your signature, printed name, address, and your LifeVantage Identification Number; (3) stop payment of any payment withdrawals by LifeVantage by notifying your issuing bank at least three (3) business days prior to the scheduled charging of your account; or (4) your payment method declines for three (3) consecutive months. Notice of cancellation must be received by LifeVantage at least three (3) business days prior to the next scheduled Subscription Order date in order to avoid charges for that month. You understand that if a cancellation notice is received by LifeVantage fewer than three (3) business days prior to the weekly Subscription Order date; cancellation will become effective the week following the week in which your notice of cancellation is received by LifeVantage.

1.6 You understand that applicable shipping and handling fees will be added to your Subscription Order amount each month, based on the address to which your subscription orders are sent. You authorize LifeVantage to add such amount to the amount charged to the debit or credit card as provided to LifeVantage.

You understand that you will enter into the payment obligations contained in this Agreement if you do not exercise the termination and cancellation rights which you have, as set forth hereinabove, and you hereby acknowledge and agree that your financial situation does not prevent you from accepting these payment obligations.

If you sign this contract, you have thirty (30) days in which to cancel and get your money back.

## PART III. INTERNATIONAL ENROLLMENT

The following terms apply to LifeVantage Distributors as they work in LifeVantage Authorized Countries outside of their Authorized Country. You agree that you have the right to enroll new distributors but that does not grant you the right to market LifeVantage Products or services registered in other LifeVantage Authorized Countries outside of their Authorized Country.

1.1 You acknowledge that every Authorized Country may have specific laws and requirements applicable to you as an Enroller of LifeVantage Distributors in any Authorized Country, and you agree to comply with all laws, statutes and regulations of any LifeVantage Authorized Country and/or any other country, including but not limited to, all visa, immigration, and registration requirements.

1.2 You agree that you may purchase LifeVantage products and services in a LifeVantage Authorized Country only from the LifeVantage affiliated company designated as the exclusive wholesale provider in that Authorized Country, and that such affiliated company may require you to execute a separate product purchase agreement. You further agree that (i) you may only purchase LifeVantage products and services in an Authorized Country for personal use or to demonstrate to potential new distributors, and that you will not resell them, (ii) you have not, and will not, either directly or indirectly, sell or distribute any LifeVantage Products or other LifeVantage products or services registered in that LifeVantage Authorized Country, and (iii) you will comply with all applicable laws regarding the purchase of LifeVantage products and services in a LifeVantage Authorized Country.



## PART IV. PRIVACY SHIELD ONWARD TRANSFER PROVISIONS

This Privacy Shield Onward Transfer Provisions (the "Provisions") outlines additional terms and conditions with regard to the Independent Contractor Distributor ("Distributor") Receipt and Processing (defined below) of Personal Data (defined below) under or in connection with the **LifeVantage Distributor Application and Agreement** between LifeVantage Corporation and/or its subsidiaries (collectively, "LifeVantage") and you the Distributor. In the event of any conflict between the terms and conditions of the Provisions (below) and the Agreement, the terms and conditions of the Provisions will govern and control.

### Background

This purpose of the Provisions is to ensure that adequate safeguards are in place and followed with respect to a Distributor's Processing of Personal Data on behalf of LifeVantage, and to otherwise ensure the lawful Processing of Personal Data.

### Terms and Conditions

#### SECTION 1. Definitions.

Capitalized terms used and not defined in the Provisions have the respective meanings assigned to them in the Agreement. As used herein, the following terms have the provided meanings:

**1.1** "Directive" means the Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data. For purposes of the Provisions, Directive further includes the laws of the Member States of the European Union that implement the Directive.

**1.2** "GDPR" means the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the possession and processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.

**1.3** "Personal Data" means data about an identified or identifiable individual that are within the scope of the Directive, or the GDPR, received by an organization in the United States from the European Union, and recorded in any form. For purposes of the Provisions, Personal Data is limited to the Personal Data Possessed and/or Processed by Distributor in Distributor's independent contractor business on behalf of LifeVantage.

**1.4** "Principles" means the EU-U.S. Privacy Shield Framework Principles adopted by the U.S. Department of Commerce and European Commission on July 12, 2016, as may be amended.

**1.5** "Process," "Processed," or "Processing" of Personal Data means any operation or set of operations which is performed upon Personal Data, whether or not by automated means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure or dissemination, and erasure or destruction.

#### SECTION 2. Distributor Privacy Responsibilities

**2.1** This Provisions covers the Processing of Personal Data, which will only be Processed by Distributor on documented instruction from LifeVantage for the limited purpose of providing services in connection with the Agreement. Data Processor will not Process Personal Data for any other purpose without LifeVantage's prior written consent.

**2.2** Distributor will ensure that any personnel entrusted with the Processing of LifeVantage's Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality. The obligation to maintain data secrecy shall survive the termination of the respective independent contractor and/or employment relationship.

**2.3** Distributor will Process Personal Data received from LifeVantage in accordance with the Principles, which includes (but is not limited to) providing at least the same level of privacy protection as is required by the Principles.

**2.4** Distributor will immediately notify LifeVantage, in writing, if Distributor (i) makes a determination or reasonably suspects that it is not meeting or can no longer meet its obligations to provide the same level of protection as is required by the Principles; (ii) cannot ensure compliance with LifeVantage's instructions for Processing Personal Data; (iii) identifies or learns of any accidental or unauthorized disclosure or access to Personal Data, and will provide all relevant facts with respect to the disclosure or access; and (iv) cannot ensure compliance with or identifies any failure to comply with any applicable data security requirements. Distributor will fully cooperate with LifeVantage to investigate, stop, and remediate any such activities requiring notification under this Section. Upon any such notice to LifeVantage, Distributor shall immediately cease all possession and Processing of Personal Data hereunder unless and until otherwise instructed by LifeVantage.

**2.5** Distributor will immediately inform LifeVantage in writing of any requests with respect to Personal Data received from LifeVantage's customers, employees, independent contractor distributors and/or other third parties. Distributor understands that any response to such requests requires prior written authorization from LifeVantage. Distributor will fully cooperate with and assist LifeVantage in responding to individuals exercising their rights under the Principles and any remediation efforts regarding accidental or unauthorized disclosures or access to Personal Data.

**2.6** If and to the extent applicable, Distributor will assist LifeVantage in ensuring compliance with the obligation to perform data protection impact assessments and consult supervisory authorities with regard to certain high risk Processing activities, taking into account the nature of Processing and the information available to Distributor.

**2.7** Distributor will at least provide appropriate technical and organizational measures to protect Personal Data against accidental or unlawful destruction or accidental loss, alteration, and unauthorized disclosure or access taking into account the nature of the Processing in accordance with the requirements of the Directive and the GDPR respectively.

**2.8** Distributor will deal promptly and properly with all inquiries from LifeVantage relating to Processing of Personal Data subject to the Provisions. Distributor will at LifeVantage's request submit its data processing facilities for audit, which will be carried out by LifeVantage or its designee. Distributor will fully cooperate with any such investigation procedures initiated by LifeVantage.

**2.9** To the extent LifeVantage has given prior written consent to Distributor to subcontract, the Distributor shall inform LifeVantage of any intended changes concerning the addition or replacement of other service providers, thereby giving LifeVantage the opportunity to object to such changes. Where the Distributor engages another service provider for carrying out specific processing activities on behalf of LifeVantage, the same data protection obligations as set out in the Provisions shall be imposed on that other service provider by way of a contract in particular providing sufficient guarantees to implement appropriate technical and organizational measures. Where that other service provider fails to fulfill its data protection obligations, the initial Distributor shall remain fully liable to LifeVantage for the performance of that other service provider's obligations.

**2.10** The Parties agree that upon the termination of the Agreement and/or the Provisions, Distributor will promptly return to LifeVantage or destroy, as requested by LifeVantage, all Personal Data (including all copies thereof) and certify to LifeVantage that it did so. In the event applicable law does not permit Distributor to comply with the delivery or destruction of Personal Data, Distributor warrants that it will ensure the confidentiality and protection of Personal Data and that it will not Process Personal Data transferred after termination of the relationship. Distributor agrees to comply with the terms and conditions of the Provisions until all Personal Data is returned or destroyed.

**2.11** If the Principles are amended, the Parties will work together in good faith as necessary to comply with the applicable law. If the Principles are no longer adequate to allow for the export of Personal Data from the European Union, or if LifeVantage notifies Distributor of its decision to implement another legal data transfer mechanism, the Parties will work together in good faith as necessary to implement a new data transfer mechanism.

LifeVantage Netherlands B.V.

Beech Avenue 54-62, 1119PW Schiphol-Rijk, Netherlands

[esusupport@lifevantage.com](mailto:esusupport@lifevantage.com)

Tel. 800-851252

